

# Chapter 17

## Condominium Control

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*Legal Tactics: Tenants' Rights in Massachusetts*  
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## Is Your Apartment Becoming a Condo? Tenants' Rights in Massachusetts

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If your landlord wants to convert your apartment to a condominium (condo), and your building is not owner-occupied or it is owner-occupied and has more than 3 apartments, you have rights under state law. Some towns and cities also have local condo laws that give you more rights.

### What rights do I have as a tenant in a building being converted into a condo?

#### Eviction Protections

Your landlord must give you written notice of plans to convert your apartment to a condo. They must send the notice by certified mail or hand-deliver it to you. The notice must include a statement of your rights.

If your landlord wants you to vacate as part of condo conversion, they must give you a notice to vacate **at least 1 year** before the date they want you to move out. The move-out date on the notice cannot be sooner than the end date in your written lease.

After giving you notice of a plan to convert, your landlord cannot send you a 30-day *no fault* eviction notice. They must follow the longer notice, relocation benefit, and rent protections for a condo conversion eviction. However, they may start an eviction if you haven't paid your rent or you've violated your lease.

If you have a limited income, are 62 years or older, or have a physical disability, the landlord must give you notice **at least 2 years** before the date they want you to move out. Some cities and towns require a longer period of notice for such tenants.

You do not have to move out automatically by the move-out date. If your landlord wants you out, they must file an eviction case in court. If a judge gives your landlord permission to evict you, you will have to move out. But the court may give you more time to find another place to live.

### Local Condo Rights

Some towns and cities have local condo laws that give you **more** rights such as:

- In Lexington, tenants with school-age children, or family, health or financial problems, may qualify for 5 years notice before they have to move out.
- In Boston and Somerville, greater relocation benefits must be paid to tenants who do not purchase a unit. Past vacancies and any threats of displacement are reviewed as part of the approval process.
- The definition of “elderly” and “disabled” for extra tenant protections may differ under local laws.
- In New Bedford and Boston, notices must be in the tenant’s primary language, as well as in English.

Communities with local condo laws are:

Abington	Marlborough
Acton	New Bedford
Amherst	Newburyport
Boston	Newton
Brookline	Salem
Lexington	Somerville

Ask your Town/City Hall for a copy of the local condo laws.

## Right to Buy

When your landlord gives you notice of a condo conversion, they must also give you the first chance to buy your apartment. This is called the “right of first refusal.”

With the notice of conversion, the landlord must include a “Purchase & Sale Agreement” that lists the asking price of your apartment. They cannot advertise the sale for 90 days.

If you want to buy your apartment, you have 90 days to negotiate with the landlord.

After 90 days, the landlord can sell it to someone else. The new owner will be your landlord.

## Finding a New Place

Your landlord, as part of asking you to vacate, must help you find a new apartment, if you are elderly, have a disability, or have a low income. The new apartment must be in the same town. The apartment must be comparable to your current apartment. The rent must be the same. If your landlord does not find you a new apartment, you have the right to stay 2 years past the move-out date on the notice.

## Protection from Rent Increases

Landlords may not increase the rent by a large amount to make you leave before the move-out date.

If you have a lease, your landlord can **only** increase your rent before the lease ends if it has a Tax Escalator clause and property taxes go up.

If your lease ends **before** the move-out date **or** you do not have a lease, your landlord can increase your rent.

The rent increase cannot be more than 10% of your current rent, or the change in the Consumer Price Index since last year, whichever is less. So, if the Consumer Price Index went up 0.8%, your rent could go up by no more than 0.8%.

## Moving Expenses

If you move out voluntarily before the date on the notice to vacate, and you are up to date with your rent, the landlord must pay your moving expenses. Give the landlord advance notice of the date you are moving. Keep all receipts of your moving expenses.

They must pay up to \$750 in moving benefits or up to \$1,000 if you are elderly, disabled, or have a low income.

Some cities and towns have higher moving benefits. In Boston, landlords must pay up to \$10,000 for all tenants and \$15,000 for elderly, disabled, or lower income tenants.

## After the Conversion

If you do not buy the condo, but you rent it after it becomes a condo, you are a tenant. If you rent a condo, the condo owner must notify you, in writing, of the name and phone number of the person responsible for repairs.



For more, scan the QR code to see [Legal Tactics, Chapter 17: Condos](#) [MassLegalHelp.org/LT-Condos](https://MassLegalHelp.org/LT-Condos)

# Condominium Control

**by Mac McCreight**

*Italicized words are in the Glossary*

This chapter tells you how state law protects tenants facing condominium (condo) and cooperative (coop) conversion,<sup>1</sup> what local *ordinances* protect tenants against condo conversion, and what rights tenants have when facing problems caused by absentee condo owners.

Tenants need to be vigilant to be sure that condominium conversion is not being contemplated, or if it is, that they get the full set of rights and protections provided by state law.

## Condo Laws: A Brief History

In the late 1970s and early 1980s a condominium boom hit Massachusetts. A new market for condos was created by a prosperous economy that attracted young professionals and first-time home buyers who needed a cheaper form of homeownership and sought entrance into the expensive real estate market. Apartments in Boston and its suburbs became vulnerable to condominium conversion. Thousands of rental units were converted to condominium ownership.<sup>2</sup> In some communities the entire stock of rental housing was converted.

As condominiums continued to escalate in value, property owners converted their rentals to condominiums and absentee owners bought condos as investments. As a result, units previously affordable to lower-income residents were converted to condos and became unaffordable.<sup>3</sup>

In 1983, in response to the threat of displacement tenants faced as a result of condo conversion, the state legislature passed a law that adopted certain basic protections for tenants. The law also allowed communities to adopt greater or different protections.<sup>4</sup>

In the early 1990s, the condo market sagged and there was a glut of newly converted condos. While at first condos provided affordable shelter to young families, many owners became dissatisfied with the cumbersome rules and regulations, as well as with the lack of freedom to make repairs or alterations without condominium association approval. At the same time, absentee owners of many condominiums saw their investments fail, causing them to ignore or abandon their responsibilities as owners. More and more condominiums fell into disrepair. In response, the state legislature adopted more laws to protect tenants and responsible condominium owners.

In the mid-1990s came the abolition of rent and eviction controls, coupled with a real estate boom. Market forces dramatically raised rent levels for tenants, and the purchase of condominium units had become in many cases unrealistic even for middle-income tenants.

During the foreclosure crisis in the 2000's there was a lot of uncertainty in the market. Some of the tenants facing displacement due to foreclosure were in units converted to condominiums, and some of these condo units were later reconverted to regular rental housing. Some of the properties were not covered by condo conversion protections because they had 3 units or less.

In 2024, the state Legislature expanded tenant protections in conjunction with condo conversion to cover properties with less than four units where the owner does not live in the property not previously converted or otherwise exempt from coverage.<sup>5</sup>

## Key Terms to Know

Under both state and local condo laws, the following words usually mean:<sup>6</sup>

*Low or Moderate Income* = Your income is considered low or moderate if it is less than or equals 80% of the median income in your area for a household of your size. Contact your local housing authority for the figure in your area.

*Elderly* = You are considered elderly if you are 62 years or over.

*Handicapped* = People with physical disabilities are considered handicapped.

*Master Deed* = The master deed is a document that includes a statement that the owner has converted the property in question into condominiums. It includes a description of the land on which the building or buildings are located; a description of the building; a set of plans showing the layout; a statement of the purpose of each building and unit, including restrictions on use; the method by which the master deed may be amended; the name and mailing address of the management agent; a statement that by-laws have been enacted; and the name of the lessor of each lease. A master deed must be recorded in the registry of deeds or land registration office where the real estate is located.<sup>7</sup>

*Notice of Conversion* = A notice that the apartment is being converted to the condominium or cooperative form of ownership. This triggers the tenant having an opportunity to purchase the unit. This notice can be accompanied by a notice to vacate, if the plan is to displace the tenant if the tenant does not purchase the unit. Or this notice may stand alone, if there is no current plan to displace the tenant if the tenant does not purchase the unit.

*Notice to Vacate* = A notice that the tenant will be required to leave the apartment in order to facilitate the conversion of the property to condominiums or cooperatives and/or to facilitate the sale of a condominium or cooperative unit. Any notice to vacate must be accompanied by information about the tenant's rights to an extended notice period, rent and eviction protections during the notice period, and to relocation payments.

# Protections for Tenants Under the State Condo Law

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In 1983, the legislature passed a statewide condominium and cooperative conversion eviction law, providing certain basic protections for tenants in Massachusetts.<sup>8</sup> The state condo law provides that in most situations a landlord who wants to convert her rental units to condominiums or a cooperative must provide every tenant with the following protections:<sup>9</sup>

- Proper notice of any condo conversion eviction,
- The right of "first refusal" to buy the apartment,
- Rent protections, and
- The right to moving expenses.

The state condo law covers all types of housing except:

- Public housing,
- Buildings with 3 or less units where the owner lives in one of the units (as of August 2024)
- Rooming houses occupied by residents who stay less than 14 days, and
- Any building that has not been used for residential purposes for at least one year prior to an owner's filing a master deed for a condo conversion.

In addition to the statewide condo law, the following communities have adopted local condo *ordinances*, providing tenants with greater or different protections:

- Abington
- Amherst
- Boston
- Brookline
- Lexington
- Marlborough
- New Bedford
- Newburyport
- Newton
- Salem
- Somerville

**If you live in any of the above communities, your local condo law applies to you and the state condo law does not** (although certain statewide protections cannot be altered). Included in this chapter is a brief explanation



about each of these local ordinances. **To get a copy of your local condo law, contact your local town or city hall.**

**Until recently, the state law (and most local laws relying on the state law) did not provide any protections for conversions of properties with 3 or fewer units.** (Somerville is an exception and is discussed further below.) But as of August 2024, condo conversion tenant protections now apply to non-owner-occupied properties of 3 or fewer units. If you are a tenant in an owner-occupied building with 3 or fewer units that is converting to condos you are still protected by regular landlord-tenant law, your lease, or any subsidy or use restrictions on the property.

Note: The statewide condo law and local condo ordinances based on the statewide law were not affected by the abolition of rent control-related regulation in 1994.<sup>10</sup>

## **1. Proper Notice of Condo Conversion Eviction**

If your landlord wants you to move to allow conversion of the apartments in your building into condominiums or a cooperative, or for sale and occupancy by others, the landlord must send you a written notice **at least 1 year** before they want you to move out. If you are a low- or moderate-income tenant or there is an elderly or disabled person in your household, your landlord must give you **2 years' notice** before they want you out.<sup>11</sup> In addition, if you are elderly, disabled, or low- or moderate-income tenant, the landlord must help you find a new apartment. This apartment must be in the same town where you now live and must be comparable to your current apartment and have the same rent. If your landlord does not find you a comparable apartment, you are entitled to up to an additional two years to stay in your current unit while you find alternative housing.<sup>12</sup>

If your landlord has given notice of plans to convert your unit, or other intent to convert, any subsequent eviction may be considered a condo conversion eviction subject to the notice, extension, rent, and relocation benefit protections in the state law. Thus, any *no fault* eviction is suspect. However, an eviction for non-payment of rent or a lease violation is not considered a condo conversion eviction.<sup>13</sup>

A condo conversion notice does not mean that you have to automatically move out of your apartment. The purpose of this notice is to legally *terminate* your *tenancy*. To move you out, your landlord must file an *eviction* case in court and a judge must give your landlord permission to evict you. **Unless a judge gives your landlord permission to evict you, you do not have to move out of your apartment. In addition, the court may give you additional time to relocate.**<sup>14</sup>

A condo conversion notice must be hand-delivered to you or sent by *certified mail*. The notice must include a statement of your rights.

**If You Have a Lease:** If you have a *lease* and the term of your lease ends after the date on the condo conversion notice, your landlord cannot force you out before the date on your lease. If they do, you may have legal *defenses* or *counterclaims* that you can use to prevent or delay your eviction. For example, if the notice your landlord sent you was improper, a judge should *dismiss* your eviction case. For information about what your rights are during the eviction process and how to fight an eviction, see **Chapter 12: Evictions**.

If you decide to move out before the date on the notice of a conversion, you may be entitled to moving expenses. Make sure to give your landlord proper notice that you are moving out. See the section in this chapter called **Moving Expenses** and **Chapter 11: Moving Out**.

## **2. Right to Purchase**

Under the state condo law, when a landlord gives you notice of conversion, they must also offer you the first right to purchase your unit.<sup>15</sup> This is called a "right of first refusal."<sup>16</sup> The landlord must do this by including with the condo conversion notice a document called a "purchase and sale agreement." This document will tell you how much the landlord wants to sell the unit for once it is converted into a condo. If you want and can afford to buy the apartment, you have 90 days to negotiate a purchase price with the landlord. During this 90-day period, the landlord cannot offer to sell the unit to anyone else.<sup>17</sup>

If you do not want to buy the unit or cannot afford to buy it, the landlord can sell the unit on the open market after the 90-day period has passed.<sup>18</sup> Any person or entity buying your unit will then become your new landlord. This new landlord must follow all the provisions of the state condo law and must honor your right to remain in your apartment until the expiration of your lease. (In cases where the landlord gave you both a notice of the right to purchase and a notice to vacate in case you did not purchase, the new landlord must honor your right to remain for the notice period, subject to any extensions that may otherwise apply under the condo conversion law.)

Sometimes there has been some confusion between rights to purchase and other condo conversion rights. It may be that an owner wishes to sell a unit as a condo but does not intend to displace the tenant if the tenant does not purchase the unit. In such cases, the tenant should get notice of the right to purchase separate from other condo conversion rights. If, subsequently, there is a decision by the owner to displace the tenant to facilitate a sale of a condo unit, the tenant should then get the extended notice of displacement, relocation rights, and lease and rent protections that are part of the law.<sup>19</sup>

### 3. Rent Protections

If you receive notice of a condo conversion eviction, the law controls how much your landlord can increase your rent during the notice period (and any extension).<sup>20</sup> The owner of the building or any subsequent owner of your condo cannot increase your rent by more than 10% per year or the increase in the Consumer Price Index the year before your landlord gave you notice, whichever is less.<sup>21</sup> This applies to tenants with or without *leases*. For example, if your landlord gave you notice that your apartment was being converted to a condo in 2024, and the increase in the Consumer Price Index was 3.0% in June 2024, your rent could not be raised more than 3.0%.<sup>22</sup>

If you have a written lease, your landlord cannot raise your rent until the lease expires. The one exception is that the landlord can increase the amount of rent as described in the previous paragraph if you have what is called a "tax escalator clause" in your lease. If your lease has a tax escalator clause, your landlord may be able to raise the rent before the lease expires if the property taxes go up.<sup>23</sup> See **Chapter 5: Rent** for more information about tax escalator clauses.

If you have a written lease, the landlord must also renew your lease for however long you are allowed to remain in your apartment under the condo conversion eviction notice (or any extension provided by law). For example, if you had a lease that expired September 1, 2024, and the landlord gave you one-year notice of condo conversion in February 2024, the landlord would have to extend your lease on its original terms until February 2025.

To avoid giving tenants proper notice of conversion or moving expenses, some landlords may attempt to raise rents before they actually file a master deed, thereby forcing existing tenants out. Under the law, however, the owner merely has to have an "intent to convert" in order for tenants to be protected against rent increases.<sup>24</sup>

### 4. Moving Expenses

If you get a notice to vacate for condo conversion, your landlord may have to pay a certain amount to cover your moving costs. A landlord must pay your moving expenses if:

- You do not owe any rent, and
- You voluntarily move out before the date on the notice to vacate (subject to any extension required for elderly, disabled, or limited income tenants where the owner did not locate alternative comparable housing within the original notice period).

You are entitled to a maximum of \$750. If you are an elderly, handicapped, or low- or moderate-income tenant, you are entitled to a maximum of \$1,000.<sup>25</sup> As discussed below, some local laws provide greater relocation benefits. You must document your actual moving expenses.

## **Local Protections for Tenants Facing Condo Conversion**

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The state condo law allows towns and cities to adopt, by a 2/3rd vote of their local legislative bodies, local *ordinances* or bylaws regulating condominium conversion that are stronger than, or which otherwise differ from, the statewide law.<sup>26</sup> **To get a copy of your local ordinance or bylaw, contact your city or town hall.** What follows are brief descriptions of each of the local condo ordinances in Massachusetts.<sup>27</sup>

### **1. Abington**

Abington has a local bylaw that requires owners or developers to obtain a permit to convert an existing structure to condominium or cooperative ownership.<sup>28</sup> The developer or owner must first give notice of the intent to convert to the tenants. This notice to tenants must be mailed by *registered mail*, return receipt requested, set forth generally the tenants' rights under the bylaw, and include a copy of the bylaw.

After an owner or developer gives tenants the notice of intent to convert, they can then file an application for a permit to convert with the Town Clerk, who gives the application to the Planning Board. The application must include a filing fee, copies of the notices of intent, and other items that may be required by the Planning Board. The owner or developer must obtain a permit prior to filing the master deed.

The Planning Board must then hold a public hearing within 60 days of the filing of the application. It must publish a notice of this hearing in the local paper and send it by mail to the applicant, owners, and tenants. The Board must take final action on the permit application within 30 days of the public hearing. If no action is taken, the permit is automatically considered granted. A copy of the permit must be filed with the recorded master deed, and the applicant must notify the Town Clerk within 10 days of recording the master deed. Permits expire if a master deed is not filed within 12 months of the Planning Board's issuing the permit, and an 18-month period must pass before another permit may be filed.

A condominium conversion permit must be granted if the Planning Board finds that the applicant has fully complied with the local bylaws. A permit may be denied if it is shown that tenants' rights were violated prior to the application's filing. The Planning Board may also revoke (take back) a

permit if five or more tenants petition the Board and show that tenants' rights have been violated during the 12- or 24-month conversion notice period.

Within 60 days of the filing of the master deed, the owner or developer must offer to sell each unit to the tenant occupying the unit on terms and conditions substantially the same as or more favorable than those in the state condo law. See **Protections for Tenants under the State Condo Law** in this chapter.

The owner may not proceed with eviction within the 12-month period following the recording of the master deed, or within 24 months in the case of low- to moderate-income, handicapped, or elderly tenants as defined in the state condo law. There is no explicit exception to these protections for other types of eviction unrelated to condo conversion. There are no specific additional protections beyond what the state condo law provides in terms of the owner's requirement to help low- and moderate-income, handicapped, and elderly tenants find comparable housing, or to provide relocation assistance.

During the conversion notice period, the owner has a right to enter the unit to inspect, obtain data, or show the unit to prospective or actual workers or purchasers. The owner must give 2 days advance notice and may only enter at reasonable times and a tenant may not unreasonably withhold their consent for an owner to enter.

Harassment by the owner is barred. This includes unreasonable requests to enter a unit, failure of the owner to make repairs in a timely and professional manner, imposition of unjustifiable increases in rent (as measured by the state condo law), failure to provide the tenant with essential services, and verbal harassment or threats against the tenant.

The definitions of "elderly" and "handicapped" in the Abington bylaws differ from the state condo law: elders are persons age 60 or older, and handicapped includes people with mental disabilities.

## **2. Acton**

In 1981, Acton obtained special state enabling authority to regulate condo conversion before the statewide law was passed. This authority was revised in 1987.<sup>29</sup> Since its condominium regulation was not based on rent control, it should not have been affected by the abolition of rent control-related laws in 1994.<sup>30</sup>

Acton's enabling law prohibits conversion or removal of certain types of housing as rental housing without a permit. Housing that requires a permit includes buildings with 6 units or more, or non-owner-occupied buildings with 5 units or more. Permits must be granted if:

- The owner has given proper notice to all tenants of periods to vacate, rights of first refusal, relocation benefits, assistance in locating comparable housing, and appropriate provisions for extension of rental agreements and rent limitations during the notice period. The notice periods, rights of first refusal, and relocation benefits are the same as those in the statewide law; and
- The owner has provided certification from a registered engineer or architect that the units meet all applicable building and health codes.

### **3. Amherst**

Under Amherst's bylaw, adopted in 1984, no condominium or cooperative conversion is permitted unless a conversion permit has been obtained.<sup>31</sup> Permits can be obtained only if either (a) the vacancy rate for rental units in the town is above 5%, or (b) prohibiting a conversion would constitute an unconstitutional taking, which the Board of Selectmen must specifically determine.

The Board must consider a number of factors when deciding whether to grant or deny a permit, including:

- The impact of the proposed conversion on the tenants;
- The availability of rental housing of comparable type, quality, and cost in the town;
- The ease or difficulty of the affected tenants in finding alternative rental housing;
- Any efforts to lessen the impact on the tenants (including guaranteed rights to remain for fixed periods, payment of moving expenses and other relocation costs, and securing of alternative housing);
- The physical condition of the property, and the financial viability of the property if maintained as rental housing;
- Whether the property (or units in it) is vacant, for how long, and why; and
- The age, financial status, and health of the affected tenants and the length of their tenancies.

An application for a conversion permit must be accompanied by a written plan setting out an orderly process for conversion, and a description of the governing process by which the owners' association or cooperative corporation shall operate during and after conversion. The Board of Selectman may also condition the granting of a permit upon the owner's

making special provisions for certain units and the tenants in those units. No permit is to be granted unless an independent licensed engineer or architect certifies that the property meets all applicable building and health codes. The Board may enact regulations related to the procedure for conversion permits and impose a reasonable filing fee.

Tenants may not be evicted for the purpose of permitting renovation, rehabilitation, or occupancy by purchasers for 9 months after an application for a conversion permit, or for 6 months after a permit is granted, whichever is longer. Harassment is prohibited, as is the failure to make necessary repairs or provide required services, or the seeking of unreasonable rent increases during the notice period. Tenants have the right of first refusal to purchase their units. There is no provision beyond what the state condo law provides for longer notice periods, extensions of leases, or relocation benefits (although the Board could include such conditions in its permit decision).

#### **4. Boston**

In Boston, between 1979 and 1994, condominium conversion protections were provided under the city's rent control laws.<sup>32</sup> Initially, protections were limited to extended notice periods, right of first refusal, moving expenses, and relocation assistance, similar to those ultimately adopted in the statewide law.

Beginning in 1984, a condominium conversion eviction ban was established for elderly, disabled, and low- to moderate-income tenants. This was gradually expanded to encompass more groups. Finally, in 1988, the city established a general ban on condominium conversion evictions and required that owners seek removal permits to convert units to condominiums.<sup>33</sup>

In 1994, rent control laws were abolished by a narrow statewide referendum vote.<sup>34</sup> After the expiration of transitional rent control protections in 1995-1996, condo protections could no longer be based on rent control authority.<sup>35</sup> As a result of the efforts of housing advocates, Boston then adopted a local condo ordinance based on the authority in the statewide condo law.<sup>36</sup> Early efforts to adopt a local condo ordinance in 1995 and 1996, however, were invalidated by litigation filed by the Greater Boston Real Estate Board.<sup>37</sup> In 1999, the Boston condo ordinance was finally adopted and currently remains in effect.<sup>38</sup>

Boston's law differs from the statewide law in the following respects:

- There is a 5-year condo conversion eviction notice period for elderly, handicapped, or low- to moderate-income households, in comparison to the statewide 2- to 4-year period.

- Boston’s ordinance includes people with mental disabilities in the definition of “handicapped.”
- The 5-year notice period is automatic, unlike the statewide law, which requires the tenant to show that the owner did not provide relocation assistance in order to get an extension of up to 2 years on the original 2-year period.
- The notice period applies to both new conversions and units already converted and occupied by elderly, disabled, or low- to-moderate-income tenants who previously had rent control protections against condominium conversion eviction.<sup>39</sup>
- If an owner has given a condo conversion eviction notice, the tenant's lease is to be extended through the notice period and rent increases through the notice period are limited to 10% per year or the annual percentage increase in the Consumer Price Index, whichever is less.
- The owner may evict the tenant only for "just cause."
- If a tenant is in a unit at the time of conversion and has not received a notice of a condo conversion eviction, any eviction is presumed to be a condo conversion eviction—unless the owner can show that this was not the case (for example, the owner simply wanted a higher rent, but intends to keep the unit as rental housing).
- Relocation benefits are substantially more than those under the statewide law (\$10,000 for all tenants, and \$15,000 for elderly, disabled, or low- to moderate-income tenants).<sup>40</sup>
- There are two rights of first refusal: (i) at the time the property is first converted to condominiums or cooperatives, even if it is not the owner's intent at that time to displace the tenant; and (ii) any time the owner intends to displace the tenant in order to facilitate sale or occupancy of a condominium unit. The tenant is to be offered the unit on the same or better terms that are offered to third parties and to have a 90-day period to enter into a purchase and sale agreement.
- Notice must be provided to the tenant in the tenant’s primary language if that is not English.
- Starting in 2021, owners must first present a conversion plan to the City's Office of Housing Stability (OHS) for approval and then seek a conversion permit from the City’s Inspectional Services Department (ISD) prior to any condo or coop conversion. Past vacancies and any threats of displacement are investigated as part of this process. OHS is to be given copies of various notices and *affidavits* from the owner to



monitor compliance.<sup>41</sup> If there is a dispute about whether a tenant is low- to moderate- income, elderly, or disabled and therefore entitled to enhanced protections, either OHS or the courts, at the parties' preference, can resolve the dispute. Other disputes are to be resolved by the courts.

## **5. Brookline**

Up until 2006, the status of condominium conversion controls in Brookline was unclear. In 1981, Brookline originally provided condo conversion protections under local rent and eviction control laws. Those provisions ended with the end of rent control in 1994-1996.

However, since 1981 Brookline also had a special condo conversion enabling law separate from its rent control scheme. This local enabling law prohibited any person from converting an apartment building or other multifamily dwelling containing four or more residential units to a condominium without first obtaining a special permit.<sup>42</sup> Based on this, in 1986 Brookline adopted two local bylaws regarding condo conversion and protection of tenants in properties not otherwise covered by its local rent control law.<sup>43</sup> In 1994, the statewide law eliminating rent control explicitly referred to Brookline's 1981 condo law as one of the laws which was being abolished.<sup>44</sup>

In 1998, Brookline revised its bylaws and eliminated any reference to rent control laws or to special income, age, or disability qualifications. The result was that special protections for elderly, disabled, and low- or moderate-income tenants were eliminated (including the right to longer notice periods and to extension on those periods if comparable housing was not secured), and relocation benefits were eliminated.

In 2006, Brookline decided that its bylaws needed to be revised to provide tenants with at least the same protections that they would have under the state condo law. The Board of Selectmen decided to refer solely to the state law for condominium conversion tenant protections. One difference, however, between the Brookline bylaw and the state condo law is that Brookline's bylaws provide that within 48 hours of the recording of a master deed, the owners must file a copy of the master deed with the Building Department, which will then inspect the premises to confirm if they are in compliance with state and local codes.<sup>45</sup>

## 6. Lexington

In 1987, following the announcement that Emerson Gardens, the largest rental housing development in Lexington, was facing condo conversion, residents and other supporters in the town passed a bylaw to create a condo conversion permit system.<sup>46</sup> The system is run by the Select Board of the town. It gives tenants in Lexington the following protections, in addition to those in the state condo law:

- Eviction protections are provided for elderly, handicapped, and low- or moderate-income tenants for up to 5 years if the tenants can show a hardship relating to matters such as finances, health, school, age, or family problems, or the lack of suitable housing in Lexington.
- All conversions and evictions must be licensed by the conversion board. Conditions may be imposed upon the granting of the license. The board may use the following factors in making that determination:
  1. The protection of the public interest of the Town of Lexington,
  2. The hardships imposed upon the tenants or the landlord,
  3. The aggravation of the shortage of rental housing, and
  4. The existence of reasonable accommodations to alleviate the hardship.
- The owner may be required by the town to sell up to 20% of the converted units to the Lexington Housing Authority for long-term affordable units.

## 7. Marlborough

In 1985, Marlborough adopted a condominium conversion ordinance as part of its zoning bylaws. The ordinance was later amended.<sup>47</sup> It covers buildings that have been used in whole or in part for residential purposes within one year prior to the conversion. The original law has several unique provisions:

- No more than 25% of the housing accommodations in any building, structure or part of the building may be converted in any one calendar year.
- Tenants' right of purchase extends for a 6-month period from the date of notice of the intent to convert.
- The condo conversion eviction notice period is at least 3 years for all tenants, and is 5 years for handicapped, elderly, or low- or moderate-income tenants. Moreover, this period for handicapped, elderly, or

low- to moderate-income tenants can be extended for an additional 2 years if the owner fails to find substitute comparable rental housing in Marlborough at a similar rent.

Provisions on relocation benefits, extension of rental agreements and caps on rent increases, and limitation on eviction are similar to those in the state condo law.

In 2005, Marlborough provided that an owner could obtain a *waiver* from this law, and that the provisions of the state condo law would apply instead, provided the following conditions were met:

- The Mayor certified that the owner had paid \$1,250 to the Marlborough Affordable Housing Fund (or to such other fund for the benefit of affordable housing as may be designated by the City Council) for each unit to be created as a result of the filing of the master deed, with no more than 125 units being created by the owner.
- The owner and the Executive Director of the Community Development Authority (CDA) (or other person or entity designated by the City Council) signed a Monitoring Agreement, under which 70% of the units sold would be sold to those planning owner-occupancy, and a bond of \$500 times the number of units would be held to insure this condition was met within 3 years.
- Tenants would be reimbursed for relocation expenses in accordance with the state condo law without any proof of actual moving or other expenses, as well as a “tenancy longevity bonus” equal to \$250 for every year or fraction of an uncompleted year greater than two years that the tenancy was in existence as of the filing of the master deed.
- The owner would pay the CDA or other entity \$10,000 in advance as compensation for administering the Monitoring Agreement.
- The owner provided the CDA or other entity with the condominium bylaws to be recorded including the 70% owner-occupancy requirement to exist at all times, and that provision may not be deleted or amended.

## **8. New Bedford**

- In 1988, New Bedford adopted a condominium conversion ordinance.<sup>48</sup> The law differs from the state condo law in a few respects:
- Elderly tenants are defined as those who are 59 years of age or older as of the date of receipt of notice.

- Notices to the tenants must be in English, Spanish, and Portuguese, include certain disclosures in “clear and conspicuous” language, and be given either in hand or by registered or certified mail.
- A condominium review board monitors all conversions; verifies income, handicap, and elderly status; hears complaints about violations; and issues conversion permits. In addition, no permit is to be granted if, within the prior 12 months, the owner has taken any action to circumvent the state or local condo law, including unreasonable rent increases, reduction or elimination of services, termination of tenancy without cause, or the imposition of new conditions of the tenancy.

## **9. Newburyport**

The Newburyport ordinance is intended to supplement the statewide law.<sup>49</sup> The ordinance expands the notice requirements: all tenants have a right to at least a 2-year notice of conversion; and elderly, handicapped, and low- or moderate-income tenants have a right to at least 4 years' notice of conversion.

If there is a conflict between the Newburyport ordinance and the state law, the provisions that provide the strongest protections for tenants govern.

The ordinance applies to buildings with 4 or more units. It does not apply to rental housing constructed after October 31, 1988, the date the ordinance was enacted. All future residential rental units converted to condominiums are required to have new occupancy permits and new electrical inspections.

## **10. Newton**

While Newton does not have any special condo law, it was granted special state enabling authority regarding condominium conversion in a very narrow context.<sup>50</sup>

If a special permit has to be obtained from the Board of Aldermen for use or development of an apartment building, garden apartment building, or other multi-family dwelling containing 3 or more units, conversion to condominiums may not occur without obtaining an additional special permit from the Board of Aldermen. Such a permit shall be granted only upon a finding that the public convenience is served by such a conversion and the permit may contain such conditions and limitations necessary to protect tenant rights as the Board deems reasonably necessary. However, this law took effect only if Newton accepted the grant of authority in 1974, and it is not clear that Newton ever did so.

## 11. Salem

In November 2024, Salem obtained home rule authority to enact a condominium conversion ordinance for buildings containing two or more residential units.<sup>51</sup> The scope is broader than the statewide condo law, even as amended earlier in 2024, as it can extend to owner-occupied 2- and 3-family buildings. The law allows investigations and hearings on conversions or proposed conversion, a permit process, notification requirements, relocation costs, penalties for violations, and affords tenants and the City the right to purchase the property offered for sale.

## 12. Somerville

In 1980, Somerville passed a local *ordinance* requiring a removal permit for the conversion of rental units to condominiums. Because there was a question as to whether Somerville had the authority to enact this ordinance, in 1985 the City sought and obtained state legislation allowing it to regulate condominium conversions.<sup>52</sup> This enabling legislation gave Somerville the authority to regulate condominium conversion more broadly than allowed under the state condominium conversion law. Somerville then re-enacted its ordinance (with some revisions) in 1985. Because of these enabling laws, Somerville could cover buildings with less than 4 units despite the limits on coverage in the state-wide law in effect until 2024.

In 2019, Somerville adopted significant amendments to its condominium conversion permit system, including enhanced relocation benefits and reaching back to determine if vacancies were the result of improper displacement.<sup>53</sup> The 2019 ordinance was by and large left intact in a 2022 Superior Court ruling.<sup>54</sup> and was further amended in July 2023. Where the local ordinance applies, an owner intending to convert must give notice to the tenant 1 year prior to seeking to recover possession.<sup>55</sup> An elderly, handicapped, or low- or moderate-income tenant<sup>56</sup> must receive 5 years' condo conversion eviction notice (which may be extended up to 2 more years if the owner does not find the tenant comparable housing).<sup>57</sup> A tenant has a 120-day right to purchase following the receipt of the notice to convert (or 180 days if elderly, disabled, or low/moderate income).<sup>58</sup> If the tenant fails to make an offer at the end of 120/180 days, the converter may not sell the condominium at a price that is more favorable than the one offered to the tenant for the next 90 days. Tenants who do not purchase and move during the notice period have a right to relocation benefits. These figures are annually adjusted by the Consumer Price Index.<sup>59</sup> For moves between February 1, 2024 and January 31, 2025, the relocation benefits are \$7,333.61 (or \$12,222.70 if elderly, disabled or low/moderate income). Check the city's website for the current relocation payment amounts.

There is a condo review board that holds hearings and enforces compliance with the ordinance.

## Protections for Tenants Living in Condos

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In 1991, the legislature took a first step toward addressing the pressing needs of condominium associations with financial problems and absentee condo owners.<sup>60</sup> The 1991 amendments to the state condominium law allow condo associations to collect rent from tenants in cases of prolonged delinquency by unit owners.<sup>61</sup> Tenants, in turn, are protected from *retaliation* by the absentee delinquent owner if they pay rent, or express an intent to pay rent, to the condo association.<sup>62</sup>

In early 1993, the legislature adopted additional provisions intended to protect condo associations and tenants residing in condominium units where unit owners were not fulfilling their responsibilities.<sup>63</sup> The law gives condo associations a "super-priority" in being able to collect unpaid charges from unit owners (such as unpaid common-area charges, replacement reserves, or the like). This makes it much less likely that there will be prolonged defaults by unit owners.

Under the law, the condo association must designate a person or entity to oversee maintenance and repair of common areas and give written notice to all unit owners of this. When an owner rents to a tenant, the owner must also designate a person to oversee maintenance and repairs in the unit. At the start of a *tenancy*, the owner must notify the tenant and the condo association in writing of the name and phone number of the person responsible for maintenance of the unit, and also give the tenant written notice of the name and phone number of the person responsible for common-area repairs. Similar written notice must be given when there is any change in the person or entity responsible for repairs.<sup>64</sup> Unit owners must also supply the condo association with the name or names of any tenants or occupants of the unit, other than persons who are visitors for less than 30 days.<sup>65</sup>

It can still be very difficult for a tenant in a condo unit to get repairs related to common areas done. This is because common-area repairs often require consent of the condo association. The bylaws for the condo association may outline how such decisions are made. However, in the case of an emergency, the unit owner may make such repairs and then bill the condo association.<sup>66</sup> A unit owner cannot, however, avoid responsibility under the state Sanitary Code for having a habitable unit because they must get approval from the condo association for common-area repairs.

The law also gives a unit owner who sells to a nonprofit organization the right to provide a nonprofit buyer with financial information about the condo association.<sup>67</sup> This indirectly benefits tenants because non-profits will then be able to determine how they can best maintain a controlling interest over the condo and stabilize the property.

## Endnotes

*Special thank you to William Loon at De Novo Center for Justice and Healing for his contributions to this chapter.*

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1. A condominium is defined as land or the lessee’s interest in any lease of land submitted to the provisions of [G.L. c. 183A](#), including the buildings, all other improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto. [G.L. c. 183A, §1](#). A cooperative, on the other hand, can either be formed through a cooperative housing corporation as described in [G.L. c. 157B](#), or may be a unit in some other housing cooperative organized under [G.L. c. 156B](#) or [G.L. c. 157](#). [Chapter 527 of the Acts of 1983, Section 3 \(approved November 30, 1983\)](#) (definitions of “condominium unit” and “cooperative unit”). While the laws discussed here apply to both condominium and cooperative conversions, because cooperative conversions are so rare, throughout this chapter the term condo conversion, rather than condominium and cooperative conversion, is used.
  2. See report commissioned by the Boston Redevelopment Authority and authored by [Patrick Dober, House of Cards: Absentee-Owned Condominiums and Neighborhood Instability \(March 1991\)](#).
  3. The Legislature also prohibited condominium conversion in rental housing created as part of a [G.L. c. 121A](#) urban renewal development, through the life of the [G.L. c. 121A](#) agreement. See [G.L. c. 121A, §18D](#). Moreover, while cooperative conversion is not banned in a [G.L. c. 121A](#) development, it is a fundamental change that would require approval of the urban renewal agency. See [Bronstein v. Prudential Ins. Co. of America](#), 390 Mass. 701, 710-712 (1984); [Gross v. Prudential Ins. Co. of America](#), 48 Mass. App. Ct. 115, 122 (1999), rev. denied, 430 Mass. 1114 (2000).
  4. By 1983, several communities had already adopted similar protections based on rent control or other enabling authority.
  5. [Section 57 of Chapter 150 of the Acts of 2024](#) amended clause (iii) of the definition of “housing accommodation” in [St. 1987, c. 527, Section 3](#). The definition previously excluded buildings of less than four units. The revised definition limited the exclusion to owner-occupied buildings with less than four units. This section went into effect August 6, 2024, the date of enactment, based on the emergency preamble to Chapter 150.
  6. On occasion, communities with local condo laws have used slightly different definitions for these terms. These are described in the discussion about such local laws.
  7. [Chapter 527 of the Acts of 1983, Section 3 \(approved November 30, 1983\)](#) (defining “low or moderate income,” “elderly,” and “handicapped”); [G.L. c. 183A, §§2 and 8](#) (defining “master deed”). Note that in the state condo law, Chapter 527 of the Acts of 1983, Section 3 (approved November 30, 1983) defines the term “handicapped” as a person who is “physically handicapped” as defined in [G.L. c. 22, §13A](#) as of the date the notice is given. Persons who are not physically handicapped do not come within the statute’s protections, but may qualify for protection due to their low- or moderate-income status. Some local ordinances have extended the protections to persons with other disabilities.

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8. [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#). The text of the relevant sections of this chapter can be found in any compilation of the Acts of 1983 legislative session, and is also printed in the annotations in G.L. c. 183A, §1. This legislation grew out of efforts that began in 1978 with an ad hoc statewide group of advocates and community activists called the Condominium Conversion Task Force. Up until this point, local groups in each community had organized to deal only with their local housing and condominium problems. Several cities and towns adopted condominium conversion ordinances, only to have them invalidated by the courts because home rule authority from the legislature was required. See *Bannerman v. City of Fall River*, 391 Mass. 328 (1984); *CHR General, Inc. v. City of Newton*, 387 Mass. 351(1982). In the early 1980s, the Massachusetts Tenants Organization (MTO), formed partially as a response to the rental housing crisis (which had been made worse by condominium conversion), helped build a solid base of support for condo legislation. MTO first pushed for a complete ban on conversion, but could not get sufficient legislative support. Following the election of Governor Michael Dukakis in 1982, new discussions began to evolve around a more modest local option bill, providing statewide minimum standards and giving each community the authority to enact its own law to meet local needs. The rationale for this approach was that each community had a different problem. Some localities even wanted to encourage condominiums to build up the tax base. Other communities wanted to protect the scarce supply of rental housing and prevent displacement. In 1983, MTO and the real estate industry agreed to a bill that provided a minimum condominium conversion eviction notice standard for all localities. Despite the fact that realtors reneged on this agreement at the last minute, Governor Dukakis worked closely with MTO and was successful in guiding [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#) through the legislature. The result was a victory for tenant organizing, even though tenants had to abandon the notion of a condominium conversion ban.
  9. The state condo law was subsequently amended in 1984 (making several technical revisions related to cooperatives), in 1989 (making a number of substantive changes as recommended by the Attorney General's office to clarify and improve protections), in 1990 (making clear that a locality's or a local housing authority's right of first refusal could trump that of an individual tenant), and in 2024 (extending coverage to buildings with less than 4 units that were not owner-occupied). See [Chapter 170 of the Acts of 1984, Sections 4–5 \(approved July 9, 1984\)](#); [Chapter 709 of the Acts of 1989 \(approved January 12, 1990\)](#); [Chapter 520 of the Acts of 1990, Section 8 \(approved January 2, 1991\)](#) ; [Chapter 150 of the Acts of 2024, Section 57 \(approved August 6, 2024\)](#).
  10. Condo regulation may continue as long as it is not part of a regulatory scheme requiring below-market rentals. See G.L. c. 40P, §§3-4; see also [Chapter 282 of the Acts of 1994 \(approved January 4, 1995\)](#) (phasing out rent control, though exempting [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#) from its provisions); *Greater Boston Real Estate Board v. City of Boston* (“GBREB II”), 428 Mass. 797, 799 (1999); *Fore L Realty Trust v. McManus*, 71 Mass. App. Ct. 605 (2008); *Davenport Manor v. McNeil*, Western Housing Court, 06-SP-01975 (Fein, J., Aug. 9. 2006), 2006 WL 5537426.
  11. [Chapter 527 of the Acts of 1983, Section 4\(a\) \(approved November 30, 1983\)](#). Chapter 527 specifically uses the term handicapped and has made clear that this protection applies to persons with physical disabilities. Some local laws, however, extend protections to all persons with disabilities, physical and mental.



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12. [Chapter 527 of the Acts of 1983, Section 4\(d\) \(approved November 30, 1983\)](#). See *Beaconview Investments, LLC v. Entis*, 2009 Mass. App. Div. 110, 2009 WL 1946348 (owner identified comparable apartments for elderly tenant, and therefore notice period limited to two years).
  13. [Chapter 527 of the Acts of 1983, Section 3](#) (definition of “condominium or cooperative conversion eviction”) and 4(a) (approved November 30, 1983) and [Chapter 709 of the Acts of 1989, Sections 1 and 5](#) (revised definition of “condominium or cooperative conversion eviction” and definition of “intent to convert”) (approved January 12, 1990). Prior to the adoption of Chapter 527, Section 2(d)(4) of the Uniform Summary Process Rules contained language that a landlord’s eviction filing must demonstrate compliance with any local condo conversion eviction requirements, such as an affidavit that the eviction was not a condo conversion eviction or otherwise complied with condo conversion eviction requirements. See also *Fore L Realty Trust v. McManus*, 71 Mass. App. Ct. 605 (2008) (landlord acknowledged that condo conversion eviction requirements weren’t met, and abolition of rent control laws did not affect application of Chapter 527) and *Davenport Manor v. McNeil*, Western Housing Court No. 06-H79-SP-1975 (Fein, F.J., August 9, 2006) (eviction dismissed, owner failed to give one-year notice required by Chapter 527).
  14. See **Chapter 12: Evictions**, discussing G.L. c. 239, § 9 (right to request stay of execution of up to 6 months in any case, and up to 12 months if household member is 60 years of age or older or a person with disabilities, in “no fault” eviction). See also *Grace v. Town of Brookline*, 379 Mass. 43 (1979) (discussing that notice period is separate from stays which court may grant). A court might elect to factor in any prior relocation period provided, though, in making its discretionary decision about what stay of execution is appropriate.
  15. [Chapter 527 of the Acts of 1983, Section 4\(b\) \(approved November 30, 1983\)](#).
  16. A right of first refusal is a discretionary agreement in which a party has an option to purchase, usually for a definite time period. For instance, it could be written into a lease that a tenant has the right to purchase for the first 30 days following receipt of the notice of intent to convert.
  17. There is a limited exception to this if the city or town or the local housing authority exercises any right of first refusal that it may have to purchase the unit for the purpose of providing affordable housing. Such a right of first refusal can trump the tenant’s right of first refusal. See [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#), as amended by [Chapter 520 of the Acts of 1990, Section 8 \(approved January 2, 1991\)](#).
  18. [Chapter 527 of the Acts of 1983, Section 4\(b\) \(approved November 30, 1983\)](#).
  19. See, for example, *Perry v. Boston Rent Equity Board*, 404 Mass. 780 (1989) (invalidating requirement of providing a full condo conversion eviction packet where owner indicated no intent to displace the tenant). In the Boston ordinance, there is a separate notice of right of purchase at the time of first conversion that is separate from other condo conversion eviction notices if there is no initial intent to displace if the tenant does not purchase the unit.

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20. Rent limitation protections are tied to a condominium or cooperative conversion eviction. They would not apply, for example, if the tenant simply received a notice of a right to purchase but there was no planned displacement.
  21. [Chapter 527 of the Acts of 1983, Section 4\(e\) \(approved November 30, 1983\)](#), as amended by [Chapter 709 of the Acts of 1989, Section 18 \(approved January 12, 1990\)](#).
  22. U.S. Bureau of Labor Statistics, Consumer Price Index Summary (July 11, 2024) at [www.bls.gov/news.release/cpi.nr0.htm](http://www.bls.gov/news.release/cpi.nr0.htm).
  23. [Chapter 527 of the Acts of 1983, Section 4\(e\) \(approved November 30, 1983\)](#); see also G.L. c. 186, §15C.
  24. See [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#), as amended by [Chapter 709 of the Acts of 1989 \(approved January 12, 1990\)](#). The 1989 amendments to [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#), as recommended by the Attorney General's office, made clear that tenants would not lose protections because formal condo notices had not been given (such as where a developer tried to oust tenants through subterfuge). Instead, as long as it could be shown through a variety of means that the owner had an "intent to convert," this would be sufficient to trigger protections under the statewide law.
  25. [Chapter 527 of the Acts of 1983, Section 4\(c\) \(approved November 30, 1983\)](#).
  26. [Chapter 527 of the Acts of 1983, Section 2 \(approved November 30, 1983\)](#). Even if local legislation is adopted, certain of the statewide baseline protections cannot be altered. Thus, a city or town cannot extend protections to properties not covered by the statewide law, and additional protections for certain classes of properties—housing accommodations converted from non-housing to housing uses after November 30, 1983, or which were constructed or substantially rehabilitated pursuant to any federal mortgage insurance program, without any interest subsidy or tenant subsidy attached thereto, or financed through the Massachusetts Housing Finance Agency, with an interest subsidy attached thereto—are prohibited. [Chapter 527 of the Acts of 1983, Section 2 \(approved November 30, 1983\)](#)
  27. Cambridge formerly had local condominium conversion laws that were based on special rent control authority. When rent control was phased out in 1994-1996, Cambridge no longer had any basis for these protections. Cambridge has not yet adopted a local condo ordinance under the authority of the statewide condo law. Although an attempt was made in 2001 to pass a local ordinance, it did not obtain the necessary 2/3rds vote of the Cambridge City Council. Therefore, condo conversion protections in Cambridge are the same as those under the statewide law. Haverhill also had a condominium conversion ordinance in the past. Haverhill, Mass., Ordinances, c. 255 § 255 99A (2016). The condominium conversion permit system that had been established in 1985, however, was left out of the Haverhill Zoning ordinance ([Chapter 255](#)) when that law was overhauled in 2020. Similarly, Malden had eviction protections for tenants facing condominium conversion and has strong rules presuming that a conversion was taking place when certain conditions were met. Malden, Mass., Rev. Ordinances, c. 3 § 3.11 (2016). However, those protections are no longer included in [Malden's Municipal Code](#).

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28. See [Chapter 35, Article 3 of the General Bylaws of Abington](#). The Abington bylaw extends to buildings with three or more units; coverage of 3-unit buildings may exceed the enabling authority granted by the state condo law. [Chapter 35, Article 4 of the General Bylaws of Abington](#).
  29. See [Chapter 128 of the Acts of 1981 \(approved May 8, 1981\)](#), as amended by [Chapter 548 of the Acts of 1987 \(approved December 8, 1987\)](#).
  30. Authorities on Massachusetts condominium laws have come to the same conclusion. See Brown & Keenan, *Massachusetts Condominium Law*, §9.04-H (2nd ed. 1996) (Somerville and Acton condo conversion enabling laws probably survived abolition of rent control).
  31. Adopted at Amherst Town Meeting on March 29, 1984, as Article 1. [Amherst, General Bylaws, Art. IV, Condominium and Cooperative Conversion, §§1-7](#).
  32. See [Chapter 797 of the Acts of 1969 \(approved August 24, 1969\)](#); [Chapter 863 of the Acts of 1970](#).
  33. In 1985, Boston attempted to establish a removal permit system. The Supreme Judicial Court found that this system was not authorized by the city's rent control enabling law as it would provide protections which were not related to tenant displacement. See [Greater Boston Real Estate Board v. City of Boston \("GBREB I"\)](#), 397 Mass. 870 (1986). Boston subsequently obtained additional home rule authority allowing it to regulate the conversion of apartments to condominiums. See [Chapter 45 of the Acts of 1987 \(approved May 6, 1987\)](#).
  34. [G.L. c. 40P](#), often referred to as "Question 9," which was the number of the ballot initiative in 1994; see also [Ash v. Attorney General](#), 418 Mass. 344 (1994) (finding that abolition of rent control in more than one community was a subject that could be put to statewide initiative); [Massachusetts v. Tobias](#), 419 Mass. 665 (1995) (refusing to invalidate referendum results despite balloting problems).
  35. [Chapter 282 of the Acts of 1994 \(approved January 4, 1995\)](#).
  36. Both [G.L. c. 40P](#) and [Chapter 282 of the Acts of 1994 \(approved January 4, 1995\)](#) provided that condominium conversion protections authorized by [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#) were not barred by their general prohibitions on rent control and other tenant protections, so long as they were not part of a rent control scheme (i.e., laws that required below-market rents). Similarly, the Boston Housing Court found that Boston might be able to provide protections under [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#), as rent control protections ended. See [Greater Boston Real Estate Board v. Boston Rent Equity Board](#), Boston Housing Court, 95-CV-00475 (Daher, C.J., June 26, 1995). "Moreover, the City and the Rent Board retain their authority to continue to regulate condominium conversions. The Rent Board derives such authority from St. 1983, c. 527, which statute expressly is excluded from the definition of 'rent control' in [c. 282]... . the City derived its authority, should it become necessary, from that Act as well as from the City's original enabling statute. The provisions of [c. 282] that limit the powers of cities and towns to impose or enforce 'rent control' to 'covered units' and for prescribed periods of time do not apply to condominium conversions authorized under c. 527...."
  37. In [Greater Boston Real Estate Board v. City of Boston](#), Boston Housing Court, 96-CV-0087 (Daher, C.J., Feb. 1, 1996), the Housing Court indicated that an ordinance
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adopted by the city in late 1995 (Chapter 9 of the Ordinances of 1995 of the City of Boston) might be invalidated on vagueness grounds. The City then withdrew that ordinance and adopted another in the spring of 1996 (Chapter 3 of the Ordinances of 1996 of the City of Boston). This ordinance was invalidated by the Housing Court (see *Greater Boston Real Estate Board v. City of Boston*, Boston Housing Court, 96-CV-00752 (Daher, C.J., Nov., 22, 1996)), and subsequently by the Supreme Judicial Court, because it extended protections to tenants who had moved into condominium units after they had been converted. This was found to be beyond the authority granted by [Chapter 527 of the Acts of 1983 \(approved November 30, 1983\)](#). The Supreme Judicial Court found that the remaining provisions of the ordinance could not be severed. See *Greater Boston Real Estate Board v. City of Boston* ("GBREB II"), 428 Mass. 797 (1999).

38. See Chapter 8 of the Ordinances of 1999 of the City of Boston, as extended and revised by Chapter 12 of the Ordinances of 2004, Chapter 9 of the Ordinances of 2009, [Chapter 16 of the Ordinances of 2014](#), and Chapter 3 of the Ordinances of 2021 (current version at [. Municipal Code c. X, §10-2.10 \(2006\)](#)).
39. If an owner converted the property between the end of rent control and November 1999 and gave proper notice to the tenants under the statewide law, the notice period might be limited to the statewide period, but only if the owner filed papers saying this with Boston's Rental Housing Resource Center by January, 2000. See [Municipal Code, c. X, § 10-2.13.B \(1999\)](#).
40. Relocation benefits were increased in An Ordinance Extending and Enhancing Protections for Tenants Facing Displacement by Condominium or Cooperative Conversion, [Ordinances 2021 - Chapter 3](#) (Adopted by the Boston City Council, March 3, 2021 and approved by the Mayor, March 8, 2021).
41. The 2014 amendment to Boston's condo ordinance changed the designation from the Rental Housing Resource Center to the Rental Housing Center. In 2021 this responsibility was shifted to the City's Office of Housing Stability.
42. See [Chapter 601 of the Acts of 1981 \(effective November 27, 1981\)](#).
43. See Article XXXIX and XXXIX-A of the Bylaws of the Town of Brookline, Conversion of Multifamily Rental Housing and Condominium Conversion Protection for Non-Controlled Tenants (1986).
44. See [Chapter 282 of the Acts of 1994, Section 3 \(approved January 4, 1995\)](#), which defined, as part of rent control, "the conversion of such housing accommodations to the condominium or cooperative form of ownership," and specifically included [Chapter 601 of the Acts of 1981 \(approved November 27, 1981\)](#) as part of the regulatory scheme being eliminated. On the other hand, the non-rent-controlled conversion permit system would not appear to have been barred by [G.L. c. 40P](#).
45. See [Brookline, Mass., General Bylaws §5.2 \(2020\)](#).
46. [Lexington, Mass., Code c. 63 \(2015\)](#) (adopted May 13, 1987, and approved by the Attorney General, August 17, 1987). This was amended in 2019 to allow the Select Board itself to serve as the Condominium Conversion Board which they were doing as of November 1, 2024.

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47. See [Chapter 270 of the Code of the City of Marlborough, Article IV](#) (formerly Chapter 63, §§132-134 and 136-140, including §127A as added in July 2005, of the Code of the City of Marlborough).
  48. See [New Bedford, Mass., Code of Ordinances, c. 13, §13-5 \(2016\)](#) (enacted by Ordinances of Jan. 14, 1988, §1).
  49. [Newburyport, Mass., Code of Ordinances, c. 5, Art. VIII \(2016\)](#).
  50. See [Chapter 847 of the Acts of 1974 \(approved August 14, 1974\)](#). Special permits are usually required where housing development is denser than is usually permitted under local zoning laws. See *G.L. c. 40A, §9; Middlesex & Boston St. Ry. Co. v. Board of Aldermen of Newton*, 371 Mass. 849 (1977).
  51. An Act relative to a condominium conversion ordinance in the city of Salem, [Chapter 228 of the Acts of 2024](#) (approved on and effective as of November 8, 2024).
  52. This legislation, [Chapter 218 of the Acts of 1985 \(approved July 31, 1985\)](#), was obtained through a home rule amendment and took the form of an amendment to [Chapter 37 of the Acts of 1976 \(approved March 31, 1976\)](#), which was a prior rent control enabling law for Somerville. However, the 1985 enabling act provided authority independent of rent control, which survived the abolition of rent control in 1994.
  53. Somerville Ord. No. 2019-06 (March 2019) as amended by Somerville Ord. No. 2020-12, codified at [Somerville Code of Ordinances, Part II, Chapter 7, Article IV \(section 7-61 through 7-71\)](#). It was further amended on July 13, 2023 by [Somerville Ordinance No. 2023-17](#) (which is not yet codified but available on the city's website).
  54. *Bremis v. City of Somerville*, Middlesex Superior Court No. 1981-CV-2114 (Sarrouf, J., July 26, 2022). Section 7-64(4)(1), paragraph 2 and Section 7-64(4)(b) (relating to the city or its designee's right to purchase) were declared invalid and were removed by Ordinance 2023-17.
  55. Section 7-64(a)(2)(B).
  56. The definition of elderly (age 65 or older), disabled (physical or mental), and low-to-moderate income (at or below 80% of the area median income) are found in Section 7-63.
  57. Section 7-64 (a)(2)(B)(I) [5 years] and (G) [two year extension].
  58. Section 7-64(d). This does not apply where owner intends to transfer condo unit to certain relatives.
  59. Section 7-64(e).
  60. At the time the legislation was passed, almost every condominium complex in Massachusetts had some delinquent owners. In 1992, condominium foreclosures increased by 27% over the previous year. The level of absentee condominium ownership in Massachusetts was 42% at that time. Citizens Housing and Planning Association, "The Growing Condominium Crisis in Massachusetts" (1992).

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61. [G.L. c. 183A, §6\(c\)](#) (originally enacted by [Chapter 554 of the Acts of 1991, Section 1](#) (approved January 9, 1992)).
  62. See [Chapter 554 of the Acts of 1991, Sections 1–4](#) (approved January 9, 1992) (including anti-retaliation provision in [G.L. c. 183A, §6\(c\)](#), and adding parallel language to retaliation and eviction defense statutes, [G.L. c. 186, §18](#), and [G.L. c. 239, §2A](#)).
  63. See [Chapter 400 of the Acts of 1992](#) (approved January 14, 1993) (revising various provisions of [G.L. c. 183A](#)).
  64. [G.L. c. 183A, §10\(k\)](#) (corresponds to [Chapter 400 of the Acts of 1992, Section 14](#) (approved January 14, 1993)).
  65. [G.L. c. 183A, §4\(6\)](#).
  66. [G.L. c. 183A, §§5\(d\)-\(g\)](#).
  67. [G.L. c. 183A, §10\(d\)](#).